GENERAL TERMS AND CONDITIONS OF SALE AND USE OF KIZEO FORMS

PREAMBLE

The Kizeo Forms application facilitates data entry on the move, without the need for an Internet connection. The forms are created by the customers themselves in full autonomy from their dedicated and secured account called back office (online platform).

The Service Provider is a publisher of business software solutions for professionals.

The Customer uses the Kizeo Forms application in order to digitize business forms.

The Customer and the Service Provider have entered into a subscription contract for the use of an application implemented by the Service Provider. The Customer benefits from licenses and maintenance/support services relating to this application in SaaS mode.

The SaaS mode is a mode of use of a software solution or mobile application, via the acquisition of user licenses applied per user, via the use of the application remotely (itself hosted by the publisher).

Article I. DEFINITIONS.

Terms beginning with a capital letter in these General Terms and Conditions of Sale (hereinafter "**GCS**"), whether used in the singular or plural, shall have the meaning given to them below:

Customer: refers to the individual or legal entity that purchases the services, which are the subject of the GCS, provided by Kizeo;

Subscription contract: means the sale of the services provided by Kizeo, such as the acquisition of user licenses in the form of an invoice;

Data: means the information, publications and, in general, the data in the Customer database whose use is the subject of this contract, which may be consulted only by the Users;

Identifiers: designate both the user's own identifier ("login"), the company code, and the connection password ("password"), communicated after registration to the service;

Internet: refers to the set of interconnected networks, which are located in all regions of the world;

Kizeo / the Service Provider: refers to the service provider, which is the subject of the Subscription Contract and its General Terms and Conditions;

Software: means any software provided by Kizeo to the Customer and in particular the associated Solutions, including applications for smartphones and tablets;

Party: means the Customer or Kizeo and, used in the plural, the Customer and Kizeo;

Application Service: means the service offered in SaaS mode by Kizeo, allowing the Customer to use the Solutions;

Solutions: Kizeo Forms shall comprise the mobile application and the Web application developed by Kizeo.

User: means a natural person, placed under the responsibility of the Customer (employee, representative, etc.) entering data from a mobile device or a computer.

Beta Version: means the pre-release of a computer product (mobile application, software, etc.) before it is marketed or distributed on a large scale. It is a version tested by volunteer beta testers (customers or prospects) whose objective is to note the existence of bugs, anomalies in the current use of the future product so that the publisher can make all the necessary corrections through publications before the production of the final version which will be the subject of a communication from the service provider. It also allows to collect opinions and comments on all the characteristics of the computer product (its interface for example). A beta version can be opened to all voluntary beta testers but the editor cannot guarantee its stability.

Beta testers: Individuals who are asked to test a product on a voluntary basis. There are two types of beta: open (or public) and closed (or private). In the first situation, any ordinary individual can be asked to test the computer product in beta version. In the second situation, only individuals selected in advance by the company behind the software product are invited to participate in the tests. The beta tester is in charge of making any feedback whatsoever on a product.

Article II. SUBJECT

The purpose of the GCS is to define the terms and conditions applicable to the Services of the Kizeo Forms application under the Subscription Contract.

Kizeo consents to the Customer, who accepts:

- A right of access to Kizeo's servers under the conditions defined below;
- A right to end use of the Solutions;
- A set of services defined hereafter, in particular data hosting, maintenance of the Application Services and technical assistance.

   In return for which, the Customer undertakes:

- to pay the Service Provider the price specified in the Subscription Contract (invoice).

Article III. CONTRACTUAL DOCUMENTS

The Subscription Contract and the GCS constitute the entirety of the commitments existing between the Parties. They replace and cancel any previous oral or written commitment relating to the subject matter of the GCS. The most recent GCS and Subscription Contract shall prevail over the previous ones.

They constitute the sole basis of the sales relationship between the Parties, and, in this sense, the Customer is deemed to accept them unreservedly.

In addition, the GTC shall prevail over any other document, and in particular over any general terms and conditions of purchase. They shall apply without restriction or reservation to all services rendered by Kizeo, which are the subject of the GTC.

Any Subscription Contract entered into shall constitute acceptance of the GTCs, prices and services offered by Kizeo.

Kizeo reserves the right to amend its GTCs from time to time. Such modifications shall be applicable as soon as they are put online and a notification shall be sent automatically to the "super" account administrators for acceptance.

It is formally agreed between the Parties that the fact that one of them does not take advantage of a breach by the other party of any of the obligations referred to in the GTC shall not be interpreted for the future as a waiver of the obligation in question.

Article IV. EFFECT, DURATION AND RENEWAL

The Subscription Contract will take effect from the day of activation of the Customer's license order.

Upon expiry of the last Subscription Contract on the Customer's account, the mobile application will no longer be functional. However, Kizeo guarantees the Customer access to the stored data via the Internet for a period of three months in order to enable the Customer to make any data extractions that they deem necessary (Kizeo does not intend to carry out the Customer's data extractions, which must comply with reasonable limits of use, although no such limits have been implemented to date).

The Customer may request the deletion of its data at any time during these three months upon written request from an Account Administrator.

As the Customer is a professional subscribing to a Subscription Contract within the framework and for the needs of his profession, the right of withdrawal provided for by the Consumer Code is inapplicable. Payments for Subscription Contracts are made at one time and for the totality of the services contracted.

Kizeo offers two subscription formulas to Kizeo Forms: a monthly formula and an annual formula. A license corresponds to the use of one user (not nominative for Kizeo) and Kizeo tolerates use on two devices for a single user profile.

Kizeo Forms subscription contracts may not be suspended for any reason whatsoever, including in cases of unforeseen circumstances.

Kizeo guarantees that the Data stored by the Customer shall be accessible via the Internet for a period of 3 months after the last Subscription has expired. Kizeo undertakes to delete all the Data in a Customer account at the end of 18 months in an irretrievable manner. The Customer may, upon written request by an account administrator (email address given on the Kizeo Forms account) via an email to support@kizeo.com request the total deletion of his Data. As this action is irreversible, Kizeo shall not be held liable for any error on the part of the Customer.

Article V. COMMUNICATION

Notifications and accounting information related to the Solutions that Kizeo offers shall be sent to the email address associated with the Customer's Kizeo Forms account. This is the address that was entered by the Customer when creating his Kizeo Forms account, which can be modified in his administration interface. It is therefore the Customer's responsibility to keep its account up to date for communication purposes.

The Customer shall be solely responsible for keeping his account information up to date. Consequently, Kizeo shall not be held liable for any erroneous information provided by the Customer in connection with any failure to provide any information whatsoever (end of subscription, maintenance, late payment). Furthermore, Kizeo strongly recommends that Customer account information be kept up to date for security reasons. Here again, Kizeo shall not be held liable for any communication sent, for example, to a contact person who has left the Customer's company.

If important information is to be communicated to the Customer concerning Kizeo's Application Solutions and Services, such as scheduled computer maintenance, the corresponding notifications and information shall be communicated to all account administrators at the business email address entered in their profile. Kizeo communicates mainly to the Administrators.

Article VI. DESCRIPTION OF APPLICATION SERVICES

Section 6.01 Application Solutions

Kizeo shall make the Solutions available to the Customer on its server via the Internet. Under the terms of the " License " article, Kizeo grants the Customer the right to use the Solutions on a non-exclusive basis.

Kizeo shall ensure the hosting of the Data, maintenance, backups and security of the Solutions.

Section 6.02 Network

The network operator is chosen by the Customer. Kizeo is therefore not liable for any guarantee. The Customer must comply with Kizeo's technical prerequisites, which are available and regularly updated on its website https://www.kizeo-forms.com/ and accessible directly from the prerequisites tutorial https://www.kizeo-forms.com/en/pre-requirements-operating-systems-ios-android-windows/.

Kizeo, which cannot be held liable for any network interruptions, draws the Customer's attention in particular to the importance of the network operator's choice of product and in particular the back-up option that it can offer by setting up a parallel line in the event of a network interruption.

Section 6.03 Access to solutions.

The Customer will use this access right for himself. He will be able to log on at any time - with the exception of maintenance periods.

The access is carried out:

- From Client computers
- From any Mobile Computing Device
- By means of the Identifiers provided to the Customer.

The identification of the Customer when accessing the Application Services is done by means of:

- An Identifier and a password that the Customer defines himself when creating his account.
- A "company code" communicated to the Customer by Kizeo.

The Identifiers are intended to reserve access to the Solutions covered by the Subscription Contract to the Customer's Users, to protect the integrity and availability of the Solutions, and the integrity, availability and confidentiality of the Customer Data as transmitted by the Users.

Identifiers are personal and confidential. The Customer undertakes to make every effort to keep the Identifiers concerning it secret and not to disclose them in any form whatsoever.

The Customer shall be entirely responsible for the use of the Identifiers and shall be responsible for keeping the "company code" given to it by Kizeo. He shall ensure that no other person not authorized by Kizeo has access to the Application Services and Solutions. In general, the Customer shall be responsible for the security of individual workstations accessing the Solutions. In the event that he is aware that another person is accessing them, the Customer shall inform Kizeo thereof without delay and confirm this by registered mail.

Article VII. APPLICATION QUALITY

The Customer is warned of the technical hazards inherent on the Internet, and of the interruptions in access that may result. Consequently, Kizeo shall not be held liable for any unavailability or slowdown of the Application Services. Kizeo is not in a position to guarantee the continuity of the Application Services, executed remotely via the Internet, which the Customer acknowledges.

The Application Services may occasionally be suspended due to maintenance interventions necessary for the proper functioning of Kizeo's servers. Kizeo shall not be held liable for any impact that such unavailability may have on the Customer's activities.

Article VIII. LICENSE

Kizeo grants the Customer a personal, non-exclusive, non-assignable and non-transferable right to use the Solutions, for the entire duration of the Subscription Agreement and for the entire world.

The Customer may only use the Application Services and the Solutions in accordance with his needs and their documentation. In particular, the license relating to the Solutions is granted solely and exclusively for the purpose of allowing the Customer to use the Services, to the exclusion of any other purpose.

The right of use is understood to mean the right to represent and implement the Application Services in accordance with their intended purpose, in SaaS mode via a connection to an electronic communications network. The Customer may not under any circumstances make the Solutions available to a third party, and is strictly prohibited from any other use, in particular any adaptation, modification, translation, arrangement, distribution, de-compilation, without this list being exhaustive.

The Customer is and remains the owner of all the Data that it provides and uses via the Application Services within the framework of the Subscription Contract.

A license is non-nominative but corresponds to a user (created beforehand by the customer: https://www.kizeo-forms.com/en/how-to-create-or-add-a-user/). Kizeo tolerates the use of its mobile application Kizeo Forms on two mobile devices for one and the same person.

However, if Kizeo receives reports of anomalies in the use of its system, i.e. for example the use of a license on several (more than three) mobile devices simultaneously, this shall be considered as non-compliant use of the Kizeo Forms solution. As a result, Kizeo reserves the right to interrupt the data entry service until the situation is rectified.

Article IX. MAINTENANCE AND HOSTING OF THE APPLICATION

Section 9.01 Application hosting

The Service Provider is in charge of the following missions: (i) making the Application available on servers located in France, including all of the software necessary for the proper functioning of the Application, (ii) hosting the servers in secure premises, (iii) setting up a secure environment including a firewall, (iv) administration and monitoring of the server.

The servers are physically hosted in a data center, located in France and secured in terms of: (i) physical access (identity control), (ii) power supply (UPS), (iii) air conditioning, (iv) fire safety. The Service Provider also offers a rigorous backup protocol for data integrity and backup.

Kizeo undertakes to implement all necessary means to ensure permanent interconnection to the servers supporting the "KIZEO" service which shall be subject to maintenance operations.

Kizeo undertakes to manage and maintain the satisfactory functioning of its hosting machines offered to the customer.

In the context of hosting, Kizeo shall ensure compliance with the SLA below:
The level of availability offered by Kizeo is presented in the table below:

Availability	24h/24 - 7d/7 - 99,80 % (cumulated unavailability of 16h/year maximum excluding scheduled interventions)
Business Continuity Plan	RPO = 8 hours RTO = 2 hours
Scheduled interventions	Security patches: 2 hours/month of disruption Preventive/evolutive/curative maintenance: Interruption of the service 4 hours maximum in 80% of the interventions Interruption of service maximum 8 hours for 20% of interventions The Service Provider undertakes to inform the Customer at least 48 hours before any scheduled intervention. The number of scheduled interventions that may result in a service interruption is limited to one (1) per month.

The duration of system unavailability corresponds to the time elapsed between the moment the Customer declares the service unavailable and the restoration of the service by the Hosting Company.

Section 9.02 Maintenance

A telephone or email support service to deal with anomalies is available from Monday to Friday from

9am to 6pm (Paris time). Reports of anomalies must be confirmed by email to Kizeo without delay. Kizeo will diagnose the anomaly and then implement its correction. Kizeo is not responsible for correcting anomalies in the following cases:

- Refusal by the Customer to collaborate with Kizeo in the resolution of the anomalies and in particular to respond to questions and requests for information;
- Use of the Application Services in a manner inconsistent with their intended purpose or documentation;
- Unauthorised modification of the Solutions by the Customer or a third party;
- Failure by the Customer to comply with its obligations under the Agreement;
- Implementation of any software package, software or operating system that is not compatible with the Application Services;
- Failure of the electronic communication networks;
- Voluntary act of damage, malicious intent, sabotage;
- Deterioration due to a case of unforeseen circumstances or misuse of the Application Services.
- Reasonable limits exceeded in the context of data transfer, push, or otherwise.

The Customer benefits from updates and functional evolutions of the Application Services. Corrections and evolutions of the Application Services are expressly subject to the GCS.

Article X. TECHNICAL ASSISTANCE

The Customer (account administrators and group leaders only - Kizeo does not communicate with its Customers' users) will be answered Monday to Friday, working days, from 9am to 6pm (Paris time) by telephone at +334 90 23 67 60 or by email at the following address: support@kizeo.com.

For any other question: by email: contact@kizeo.com or by phone: +334 90 23 67 65.

Article XI. INFORMATION PROCESSING

Section 11.01 Protection of personal data

The Client makes available to the Service Provider and authorizes the Service Provider to process data, files, etc., of any nature whatsoever and in any form whatsoever, constituting Personal Data, for the purpose of performing the Services under the Contract.

In accordance with the Personal Data Protection Laws, the Client acts as Personal Data Processor and the Service Provider acts on behalf of the Client in the sole capacity of Subcontractor for the processing described in Appendix 1 in accordance with the Agreement and solely on the Client's instructions.

A.1) Definitions

"Adequacy Decision" is a decision adopted by the European Commission finding that a third country provides an adequate level of protection for Personal Data, through the application of its national law and the respect of its international commitments.

"Personal Data" is any information relating to an identified or identifiable natural person (hereinafter referred to as "Concerned Person"); an "identifiable natural person" is a natural person who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an on-line identifier, or to one or more factors specific to his or her

physical, physiological, genetic, mental, economic, cultural or social identity.

"EEA" means the European Economic Area.

"Personal Data Protection Act(s)" means, until 24 May 2018, Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995, and from 24 May 2018, Regulation (EU) 2016/679 of the Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data (hereinafter the "European Regulation" or "Regulation 2016/679"); as well as any legislation or regulations relating to the protection of Personal Data applicable to the Processing carried out pursuant to this Contract.

"Binding Corporate Rules" or "BCR" means the internal rules relating to the protection of personal data applied by a Data Controller or a Subcontractor established on the territory of a Member State of the European Union for transfers or a set of transfers of personal data to a Data Controller or a Subcontractor established in one or more countries outside the European Union within a group of companies, or a group of companies engaged in a joint economic activity.

"Data Controller" means any entity which determines the purposes and means of the processing operation(s) it carries out or has carried out.

"Sub-processor" means the natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller. The Service Provider acts as a Subcontractor in the performance of this Contract.

"Subsequent Subcontractor(s)" means any subcontractor(s) of the Service Provider who must have been previously and explicitly accepted by the Client.

"Processing" means any operation or set of operations, whether or not carried out using automated processes and applied to personal data or sets of personal data, such as collection, recording, organisation, structuring, storage, adaptation or modification, retrieval, consultation, use, communication by transmission, dissemination or any other form of making available, alignment or interconnection, limitation, erasure or destruction.

"Transfer of Personal Data" means any processing, communication, access, copying or movement of Personal Data intended to be processed in a country outside the European Union.

A.2) Obligations of the Service Provider in its capacity as Subcontractor:
The Service Provider undertakes to:

Process the Personal Data for the sole purpose of providing the Services that are the subject of the Contract;

Where applicable, not to collect special categories of Personal Data, as defined in Regulation 2016/679, without the prior written consent of the Data Subject;

Not to disclose, transfer, rent, lease, assign or exploit, whether commercially or otherwise, the Personal Data without the prior written consent of the Client.

To provide all useful information to the Client for the proper performance of its obligations regarding the protection of Personal Data (in particular use, storage, "Privacy Impact Assessment" or "PIA" ...).

Immediately inform the Client if the processing instruction constitutes a violation of a Personal Data Protection Law.

Cooperate particularly in the event that the Client is subject to control by the National Control Authority, and that its Subsequent Subcontractors cooperate fully and without delay with the Client and the Control Authority concerned, in particular by providing any information requested and access to all equipment, software, data, files, information systems, (etc...) used for the provision of the Services, and in particular the processing of Personal Data, and necessary for the control to be carried out by the Control Authority concerned.

At the end of the Contract, delete the Personal Data remaining in particular on the servers hosting the Service, unless the applicable law or the Contract requires them to be kept for a fixed period of time. The retained data is subject to the confidentiality provisions of the Contract.

From 25 May 2018, and within 2 (two) years, keep a record of the processing carried out on behalf of the Customer in accordance with Article 30-2 of Regulation (EU) 2016/679.

A.3) Personal Data Security:
The Service Provider undertakes to:

Implement and maintain, throughout the duration of the Contract, all technical and organizational measures, in particular material and logical measures, adapted to the nature of the Personal Data processed and to the risks presented by the Processing carried out in order to:

Ensure the ongoing confidentiality, availability, resilience and integrity of Personal Data Processing systems and services;

Re-establish the availability of Personal Data and access to them within appropriate time limits and at most within 72 (seventy-two) working hours in case of technical incident or unavailability;

Regularly test, analyze and evaluate the effectiveness of the technical and organizational measures to ensure the security of the Processing;

Protect Personal Data against any destruction, loss, alteration, unauthorized disclosure or access, in particular where the Processing of Personal Data involves the transmission of data over a network, as well as against any form of unlawful processing or communication to unauthorized persons.

A.4) Rights of Persons Concerned:
The Service Provider undertakes (without replying directly to the Persons Concerned) to:

Transmit to the Client, within an appropriate period of time and not exceeding 72 (seventy-two) working hours, any request and/or any request and/or any notification from a Concerned Person for the exercise of his/her rights under the applicable Personal Data Protection Laws, (rights of access, rectification, opposition, limitation, rights of oblivion, digital succession, portability, etc.).

As from the above-mentioned information, cooperate with the Customer and provide him within an appropriate period of time not exceeding 8 (eight) working days, the information necessary to enable the Customer to respond to the Persons Concerned.

In all cases, implement and have implemented by the Subsequent Subcontractors within an appropriate period not exceeding 8 (eight) working days, any request from the Customer concerning the rights of the Persons Concerned.

A.5) Personal Data Transfers:
The transfer of Personal Data of the Customer that does not provide an adequate level of protection within the meaning of the Directive and Regulation (EU) 2016/679 is subject to the prior and explicit consent of the Customer.

For any transfer of Personal Data, to a third party authorized by the Client (affiliated entities of the Service Provider or Subsequent Sub-Contractors), the Client authorizes the Service Provider to implement the guarantees required by the applicable Personal Data Protection Laws, without prejudice to compliance with the following conditions:

The Processing of Personal Data by the Service Provider or one of its Sub-Contractors takes place in a third country that the European Commission has deemed to have adequate Personal Data protection legislation pursuant to Article 25 (6) of the Directive.

A.6) Violation of Personal Data:

In the event of a Personal Data breach, the Service Provider must, within 48 (forty-eight) working hours after becoming aware of it, notify the Client of the breach.

The Service Provider further undertakes to send the Client, no later than 48 (forty-eight) working hours of the notification referred to above, an impact analysis including in particular:

The description and nature of the Personal Data breach, including, if possible, the categories and approximate number of Persons affected by the breach and the categories and approximate number of records of the Personal Data concerned;

The name and contact details of the Data Protection Officer or other contact point from which further information can be obtained;

A description of the likely consequences of the Personal Data breach;

A description of the measures taken or that the Service Provider and/or the Further Processor proposes to take to remedy the Personal Data breach, including, where applicable, measures to mitigate any adverse consequences.

The Service Provider undertakes to cooperate to enable the Customer to notify the Personal Data breach to any competent supervisory authority in accordance with the Personal Data Protection Laws.

A.7) Data Recovery:
Upon expiry of this Agreement, or, in the event of early termination for any reason whatsoever, and at

any time upon request by the Client, the Service Provider and its Authorized Subsequent Sub-Contractors shall return to the Client within an appropriate period of time, which may not exceed 1 (one) month, all Personal Data that they may have been required to process, in any form whatsoever, under this Agreement.

The Personal Data will be returned to the Client in the same format as that used by the Client to make the Personal Data available to the Service Provider or, failing that, in a format indicated by the Client, at no additional cost to the latter. This return will be the subject of a report signed by the Parties.

Once the restitution has been made, the Service Provider shall destroy the copies of the Personal Data held in its systems and shall provide proof of this to the Client at the same time as the restitution report is signed.

A.8) Lead Supervisory Authority:

The CNIL, as the Client's Lead Supervisory Authority, is competent with respect to the cross-border processing of Personal Data by the Client, the Service Provider and its Subsequent Sub-Contractors.

Section 11.02 Data circulation

The Service Provider undertakes that the Data will be hosted exclusively on servers located in France. Under no circumstances may the Service Provider relocate the Customer's Data outside of France without the Customer's written consent.

The Service Provider shall make available to the Customer the traces of connection to the Data processed by the Parties' authorized personnel and, where applicable, by the persons concerned, throughout the term of the Contract to the extent permitted by law.

It is agreed between the Parties that the location of the Data constitutes an essential obligation of the Contract without which the Customer would not have entered into the Contract and that in the event of failure to do so, the Customer shall be entitled to request the termination of the Contract in accordance with Article V without prejudice to any claim for damages.

Section 11.03 Data exploitation

The Customer assumes any editorial responsibility for the use of the Application Services.

The Customer is solely responsible for the quality, legality and relevance of the Data and content that it transmits for the purpose of using the Application Services. The Customer also guarantees that it holds the intellectual property rights allowing it to use the Data and content. Consequently, the Service Provider disclaims all liability in the event of non-compliance of the Data and/or content with laws and regulations, public order or the Client's needs.

The Client guarantees the Service Provider on first demand against any prejudice that may result from a third party being held liable for a breach of this guarantee.

More generally, the Customer is solely responsible for the content and messages broadcast and/or downloaded via the Application Services.

The Customer remains the sole owner of the Data constituting the content of the Solutions. The Service Provider therefore undertakes, in particular, not to compile or exploit this Data for purposes unrelated to the performance of the Contract, to communicate it in any form whatsoever to a third party, or to use it for any purpose not provided for in the Contract.

Section 11.04 Data Security

Each Party undertakes to implement appropriate technical means to ensure the security of the Data.

The Service Provider shall put in place the technical and organizational measures to prevent all access or fraudulent use of the Data and to prevent all losses, alterations and destruction of the Data.

Article XII. PROPERTY

The Customer is and remains the owner of all the Data used via the Application Services within the framework of the Subscription Contract.

Kizeo is and shall remain the owner of the property rights relating to any element of the Application Services and the Solutions made available to the Customer, as well as, more generally, the IT infrastructure (software and hardware) implemented or developed within the scope of the Subscription Agreement.

The Subscription Contract does not grant the Customer any ownership rights over the Solutions. The temporary availability of the Solutions under the conditions provided for in the GCS shall not be analyzed as the transfer of any intellectual property right to the Customer, within the scope of the French Intellectual Property Code.

The Customer shall refrain from reproducing any element of the Software, or any documentation concerning them, by any means whatsoever, in any form whatsoever and on any medium whatsoever.

The Customer may not transfer all or part of the rights and obligations resulting from the Contract and/or the GCS, whether in the context of a temporary assignment, a sub-license or any other contract providing for the transfer of the said rights and obligations.

Article XIII. FINANCIAL CONDITIONS, ORDERS AND PAYMENT DEFAULTS

The fees for the Services are indicated in euros and are exclusive of taxes and charges.

The following services are excluded from the fees and are invoiced separately:

- Services not included in the SaaS offer.
- The provision of our BI connector subject to a third-party subscription.

Section 13.01 Terms of payment and subscription

Each subscription contract is subject to a subscription which can be done in several ways:

- Independently from the customer administration interface: https://www.kizeo-forms.com/en/the-subscription-page/ From the administration interface, the customer has several means of payment, namely: immediate payment by credit card and PayPal which activates the subscription contract and thus the user licenses instantly after the payment is passed. Notwithstanding the duration of the Contract, the Services are invoiced periodically according to the subscription taken out by the Customer at the beginning of the period. In addition, the Client will also be responsible for the bank charges correlative to his method of payment (OUR charges). The invoice shall be automatically generated and sent by email to the

principal administrator of the Kizeo Forms customer account. Payment may also be made by bank transfer or cheque, in which case the user licenses shall be activated upon receipt of payment and a final invoice sent by email to the principal administrator of the Kizeo Forms customer account at that time. All customer invoices are available on its administration interface.

- In the form of an order form: this must be sent to us by email at contact@kizeo.com. The order form includes the order number, the number of licenses, the Kizeo Forms 'company code' identifying the account to which the licenses are to be credited and the special payment conditions. Licenses shall be activated as indicated on the order form. In this case, payment may be made by cheque or bank transfer. Each invoice must correspond to one order and only one order unless explicitly requested by the Customer.

Each invoice must imperatively remind, in addition to the legally required mentions, in accordance with article L441-3 of the Commercial Code, the complete references of the order, as well as any other mention required in the contractual documents.

Kizeo undertakes to ensure that the invoices issued are easily understandable and that they mention all the services performed and the order number specified on the order form issued by the Customer.

Invoices shall be issued by the Service Provider either when the Subscription is opened or when the licenses are activated. They follow receipt of an order form from the Client. The order form shall contain the order number, the number of licenses, the Kizeo Forms 'company code' identifying the account to which the license(s) shall be credited and the special terms of payment.

It should be noted that electronic invoicing is the preferred means of sending invoices to Customers (email in PDF).

If an invoice that complies with the above provisions is not issued, the invoice must be cancelled and replaced by an invoice that complies with all of the said provisions.

The Service Provider reserves the right to refuse the delivery of any goods that have not been ordered by the Customer in accordance with the above provisions.

Section 13.02 Payment of invoices
In accordance with article L 441-6 of the French Commercial Code, the payment of invoices processed by order form is made by cheque or transfer after a payment period not exceeding 60 days. If no element is specified on this subject, the payment will have to be made within 45 days maximum from the end of the month. No deposit will be paid.

In order to comply with the provisions relating to the legal payment deadlines arising from Article L 441-6 of the French Commercial Code, and as a determining condition of the Client's order, the Service Provider undertakes to send its invoice as soon as it is issued.

Any delay in payment shall automatically incur penalties calculated at the rate of three (3) times the legal interest rate payable on the day following the payment date appearing on the invoice, to which shall be added, by operation of law, a flat-rate indemnity for collection costs, the amount of €40 as set by Article D.441-5 of the French Commercial Code. This indemnity is not subject to VAT and its amount is not included in the basis for calculating penalties.

In the event of late payment, the account administrator will be informed of the dispute. Within one (1) week after the warning, the Service Provider will initiate the internal reminder procedure. A total of four (4) emails will be sent, spaced 2 to 3 days apart. The Service Provider will always give preference to the dialogue solution rather than suspension. However, if there is no return following the internal follow-up procedure, then the Service will be suspended until receipt of payment or proof of payment made.

In the event of disagreement on the invoice or on the Solutions and/or the Service, the Client must notify the Service Provider, by any appropriate and traceable means, of the dispute justifying the non-payment of this invoice.

Article XIV. LIABILITY - UNFORESEEN CIRCUMSTANCES

Each Party shall be liable for the consequences resulting from its faults, errors or omissions, as well as from the faults, errors or omissions of its subcontractors, if any, and causing direct damage to the other Party.

In addition, and in the event of fault proven by the Customer, Kizeo shall only be liable for compensation for the pecuniary consequences of direct and foreseeable damage resulting from the performance of the Services. Consequently, Kizeo shall under no circumstances be liable for any indirect or unforeseeable loss or damage by the Customer or third parties, including, in particular, any lost profits, loss, inaccuracy or corruption of files or Data, commercial prejudice, loss of turnover or profit, loss of customers, loss of opportunity, cost of obtaining a substitute product, service or technology, in relation to or arising from the non-performance or faulty performance of the Services.

In all cases, the amount of Kizeo's liability shall be strictly limited to the reimbursement of the amount of the sums actually paid by the Customer on the date of occurrence of the event during the current month.

Furthermore, Kizeo shall not be held liable for the accidental destruction of the Data by the Customer or a third party having accessed the Application Services using the Customer's Identifiers.

Kizeo may under no circumstances be held liable for any damage in the event of an interruption or reduction in service by the telecommunications operator, the electricity supplier or in the event of an unforeseen circumstance.

Neither of the Parties shall be held liable for any breach of its obligations under the Agreement, if such a breach results from : a government decision, including any withdrawal or suspension of authorizations of any kind, a total or partial strike, internal or external to the company, a fire, a natural disaster, a state of war, a total or partial interruption or blockage of the telecommunications or electricity networks, an act of computer piracy or more generally any other unforeseen circumstance with the characteristics defined by case law.
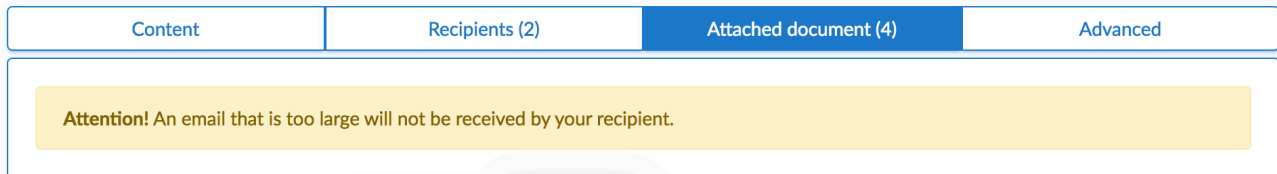
The Party observing the event must, without delay, inform the other Party of its inability to perform its service. The suspension of the obligations or the delay may in no case be a cause for liability for non-performance of the obligation in question, nor induce the payment of damages or penalties for delay.

Article XV. POLICY OF LIMITS OF USE

Section 15.01 Email Scenarios

There are two types of limitations in <u>email scenarios</u> mainly on the receipt of emails to recipients.

The Kizeo Forms limit of 50 MB in any email scenario. If Kizeo Forms detects a significant weight that may prevent your emails from being received by your recipients, then a message will appear in the attachments tab when you set up your scenario:

Content	Recipients (2)	Attached document (4)	Advanced

Attention! An email that is too large will not be received by your recipient.

But above all there are the limits imposed by providers (Microsoft or Google for example) that are independent of Kizeo Forms and beyond the control of the Provider.

For this reason, Kizeo cannot be held liable for non-receipt in the context of sending emails scheduled via the Kizeo Forms solution that are too large.

Section 15.02 Push

The <u>push</u> function is subject to certain rules of limits of use in particular on two aspects:
Limit on the number of pushes sent to a single user: limited to 200 by 200
Limit the number of push imports (Excel/CSV) to several users: limited to 1000

Section 15.03 Data transfer

The <u>transfer of data between users</u> is guaranteed by Kizeo within the limit of a volume that does not exceed 50 MB.

Section 15.04 Data exports

<u>Multiple data extraction</u> in <u>CSV</u> or <u>Excel list</u> is limited to 500 by 500. Beyond that, the volume capacity may not allow extraction.

<u>Export</u> of Word/Excel/PDF documents is limited to 50 by 50. Beyond that, the volume capacity may not allow extraction.

Section 15.05 API

When using our REST API the limits per customer account are 100 external list updates per day, 5,000 push data per day and 50,000 information read requests per day. An average number of parallel calls of more than 5 over more than one minute will also be considered as exceeding reasonable usage limits.

Section 15.06 API

Reasonable usage limits for Kizeo's BI connector are now considered per customer account at 2 Gigabytes per license.

This is a non-exhaustive list of reasonable use limits.

Article XVI. WEB SERVICES AND CONNECTORS

Section 16.01 Web services

Kizeo provides its customers with technical documentation for the use of advanced features (for developers): https://kizeo.github.io/kizeo-forms-documentations/en/.

These advanced features (details of which can be found on the link above) are subject to certain rules:

Token: Kizeo provides temporary tokens, in order to have one or more permanent tokens, an account administrator must make a written request by email to support@kizeo.com. (The issuer's email address must match the email address in Kizeo Forms)

In this request, the following must be specified:
- The company code
- The identifier for which the token is to be created (administrator or a group leader)

For security reasons, Kizeo recommends that tokens be issued to administrators and group leaders. Kizeo is not responsible and declines all responsibility for the use of these tokens.

The API in REST is freely available to all our customers, and although no limits are implemented to date, Kizeo reserves the right to intervene if reasonable usage limits are exceeded.

These limits are currently considered per customer account to be 100 external list updates per day, 5,000 push data per day and 50,000 information read requests per day. An average number of parallel calls of more than 5 over more than one minute will also be considered as exceeding the reasonable usage limits.

If Kizeo considers that the use of our API exceeds its reasonable limits, Kizeo reserves the right to block the said customer's web service or even the customer account itself without prior notice.

The "permanent delete" function is only accessible by Kizeo teams. This written request shall be sent by email to the address support@kizeo.com and shall be the subject of a liability waiver signed by the customer for the attention of Kizeo. The Service Provider declines all liability for this irrevocable action once it has been carried out.

Kizeo may only migrate content from an Account A to an Account B on a permanent basis and only on groups, users and on the Kizeo Forms product. We do not perform any account migration for ancillary products and other products in the Kizeo range.

Section 16.02 SharePoint

Kizeo has developed its connector to allow the use of SharePoint with Kizeo Forms. This connector is completely free of charge.

To obtain all the documentation on the subject as well as the necessary support for the implementation, please contact our support directly by email at support@kizeo.com or by phone at +33 4 90 23 67 60.

Section 16.03 BI

Our BI connector allows you to expose a copy of your selected data on a secure database such as MongoDB in order to make them searchable using an ODBC connector or a classic secure MongoDB connection by your favorite BI software such as PowerBI, Tableau and Qlik.
The use of this connector is a paid solution not included in the Kizeo Forms Subscription Contract.

Activation is done through a purchase order issued by the customer to Kizeo.

The subscription is by user license (only for account administrators or group managers) and for a period of one year without the possibility of suspending or cancelling the subscription.

The price of the license is set at €90.00. The price does not include VAT, per license and per year.

The BI connector, once activated on the customer account, is freely accessible, and although no limit is implemented to date, Kizeo reserves the right to intervene if reasonable usage limits are exceeded.

These limits are currently considered per customer account at 2 Gigabytes per license.

If Kizeo considers that the use of the BI Connector on a customer account exceeds its reasonable limits, Kizeo reserves the right to block the customer account without prior notice.

Article XVII. INSURANCE

Kizeo has subscribed to the necessary insurance policies to cover the risks associated with the exercise of its activity and the performance of the Agreement. It undertakes to provide the Client with any supporting documentation, if the Client expressly requests it to do so.

Article XVIII. CONFIDENTIALITY

Each Party undertakes (i) to keep confidential all information it receives from the other Party, including (ii) not to disclose the other Party's Confidential Information to any third party, other than employees or agents with a need to know such information; and (iii) not to use the other Party's Confidential Information except to exercise its rights and fulfill its obligations under the Agreement.

Notwithstanding the foregoing, neither Party shall have any obligation whatsoever with respect to information that (i) has fallen or would fall into the public domain through no fault of the Party receiving it, (ii) is independently developed by the Party receiving it, (iii) is known to the Party receiving it before the other Party discloses it to it, (iv) would legitimately be received from a third party not under an obligation of confidentiality, or (v) should be disclosed by law or court order (in which case they should be disclosed only to the extent required and after giving written notice to the Party providing them).

The Parties' obligations with respect to confidential information shall remain in force throughout the term of the Contract and as long as, after its expiry, the information concerned remains confidential to the Party disclosing it and, in any event, for a period of 1 year after the expiry of the Contract.

Each of the Parties shall return all copies of the documents and media containing confidential information of the other Party as soon as the Contract ends, regardless of the cause.

The Parties also undertake to ensure that these provisions are complied with by their staff, and by any employee or third party who may intervene in any capacity whatsoever in the context of the Contract.

Article XIX. BETA VERSION

Use of a Beta version: Kizeo may offer certain services as a closed or open beta version for testing and evaluation purposes. Kizeo shall, in such case, have full authority to determine at its discretion the

duration of the testing and evaluation period of a beta test. Kizeo shall be the sole judge of the success of such testing and shall decide whether or not to release a Beta version. Customer, partners and users shall have no obligation to subscribe to beta testing and Kizeo reserves the right to modify or discontinue, at any time, from time to time, temporarily or permanently, all or part of a beta test, with or without notice. You agree that Kizeo shall not be liable to you or to any third party for any damages that may be caused by the modification, deletion or discontinuance of any beta version for any reason whatsoever.

The Customer hereby accepts the non-exhaustive risks of using a beta version (unstabilised solution, blocking or non-blocking anomalies, loss of data, slowdowns, etc.) and the Customer is responsible for informing its users thereof. Kizeo shall not be held liable for any failure to communicate the use of a beta version, including an open beta version available for free download.

Beta testers: undertake to provide regular and constructive feedback to the Service Provider in the context of the development of a new product subject to beta testing, being aware of the uses of a beta version.

Article XX. MISCELLANEOUS

The nullification, lapse, lack of binding force or non-enforceability of any or all of the provisions of the Contract and its GTCs shall not entail the nullification, lapse, lack of binding force or non-enforceability of the other provisions, which shall retain all their effects. However, the Parties may, by mutual agreement, agree to replace the invalidated stipulation(s).

The Contract and its GCS are subject to French law, to the exclusion of any other legislation.

For the execution of the present, as well as their consequences, the Parties shall elect their domicile at their respective registered offices, namely:

- for Kizeo: SAS Kizeo, Hamadryade Bât 2, 55 Allée Camille Claudel, BP 61252, 84911 AVIGNON Cedex 09, France.

- for the Customer: at the address he will communicate when placing his order.

Any change in the registered office or address of one of the Parties shall only be binding on the other Party eight calendar days after it has been duly notified.

With a view to jointly finding a solution to any dispute that may arise in the performance of the Contract and its GCS, the Parties agree to make an appointment by telephone within 15 days from receipt of a registered letter with acknowledgement of receipt notified by one of the two Parties.

IF, AT THE END OF A FURTHER FIFTEEN DAYS, THE PARTIES WERE UNABLE TO AGREE ON A COMPROMISE OR SOLUTION, THE DISPUTE WOULD THEN BE SUBMITTED TO THE COMPETENT COURTS WITHIN THE JURISDICTION OF THE TRIBUNAL DE GRANDE INSTANCE OF AVIGNON.